

**THIRD AMENDMENT
TO
FIRST AMENDED AND RESTATED LEASE AND OPERATING AGREEMENT
BURNHAM YATES CONFERENCE CENTER**

This Third Amendment to First Amended and Restated Lease and Operating Agreement -
- Burnham Yates Conference Center (Amendment is dated as of _____ 2005 by
and between the City of Lincoln, Nebraska, a municipal corporation, as Lessor and owner (City,
and SHUBH Hotels, Lincoln, LLC, a Florida limited liability Company, as Assignee Lessee and
operator (Partnership).

RECITALS

A. City and Cornhusker Square Limited Partnership, a Nebraska limited partnership
(Assignor, ground lessee of Cornhusker Square Land Company, as Lessee and operator
previously entered into the First Amended and Restated Lease and Operating Agreement --
Burnham Yates Conference Center (Lease dated as of June 22, 1993 and recorded October 1,
1993 with the Register of Deeds of Lancaster County, Nebraska, as Instrument No. 93-44496,
(unless otherwise defined in this Amendment, initial capitalized terms used in this Amendment
shall have the meanings ascribed to such terms in the Lease).

B. City and Assignor agreed to amend the Lease on November 19, 2003 in the First
Amendment to the Lease and again on April 15, 2004 in the Second Amendment to the Lease.

C. Assignor assigned the Lease (as amended) to SHUBH Hotels, Lincoln, LLC, a
Florida limited liability Company, as Assignee Lessee and operator (Partnership by assignment
and assumption agreement approved and consented to by the City under the approval of
Ordinance 18337 approved and executed by the City on April 15, 2004.

B. City and Partnership now desire to further amend the Lease on the terms and
conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the promises, undertakings and covenants of the
parties set forth in this Amendment, and other valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, City and Partnership agree as follows:

1. That paragraph 7 of the Lease is amended to read as follows:

7. Furnishings. (a) Partnership may provide additional
decorations or furnishings to the Conference Center from time to time, or
may alter the floor, ceiling, or wall coverings or decorations, all at its own
cost, as it may deem necessary, in such manner as to not interfere with the
intended uses of any part of the Conference Center. However, no
permanent decoration or wall or floor covering, and no permanent
alteration of the Conference Center of any nature, shall be made without
prior written approval by the City. Upon the termination of this Lease,
Partnership may remove from the Conference Center any fixture,

decoration, or furnishing provided or installed by it (except for furnishings provided in 7 (b), but shall restore and leave the Conference Center and furnishings and equipment provided by City in the same and as good condition as at the beginning of this Lease, ordinary wear, tear and loss excepted.

(b) In consideration of and to induce and assist with the upgrade and remodel of Conference Center furnishings commencing on or about December 15, 2004, the City has agreed to make available unexpended portions of funds associated with the Phase Two Redevelopment Agreement (as amended) and in an amount not to exceed \$365,000.00 for purposes of providing furnishings within the Conference Center as more particularly provided in the attached summary of expenditures. Such furnishings shall be considered as provided by the City under this Lease even if the same may be installed by Partnership.

2. That all conditions of the Lease continue to remain in full force and effect, except as amended by this Amendment.

3. That this Amendment embodies the complete agreement between the parties as to the subject matter described in this Amendment, and cannot be varied except by written agreement of the parties.

4. That the captions used in connection with the paragraphs of this Amendment are for convenience only and will not be deemed to construe or limit the meaning or language of this Amendment.

5. That in the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and control.

6. That this Amendment may be executed in multiple counterparts and signature pages from any counterpart may be appended to any other counterpart. All counterparts will constitute a single, unified instrument.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first above written.

ATTEST:

LESSOR

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

Mayor

Partnership

SHUBH HOTELS LINCOLN, LLC,
a Florida limited liability company

By:_____

Name:_____

Title:_____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005 by _____, _____ of SHUBH Hotels Lincoln, LLC, a Florida limited liability company, on behalf of the limited liability company.

Notary Public